

LINDELL BANK & TRUST COMPANY

The Bank of Personal Service

Member FDIC

6900 CLAYTON AVENUE
314 / 645-7700

2745 NO. GRAND BLVD.
314 / 652-6600

RECORDATION NO. 18321-18 FILED 1425

Jul 23 1993 2:45 PM

INTERSTATE COMMERCE COMMISSION

July 26, 1993

Reply to:
P.O. BOX 211
ST. LOUIS, MO
63166-0211

RECORDATION NO. 18321-18 FILED 1425

Jul 23 1993 2:45 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th & Constitution Avenue N.W.
Washington, DC 20423
Attn: Mildred Lee

RECORDATION NO. 18321-18 FILED 1425

Jul 23 1993 2:45 PM

INTERSTATE COMMERCE COMMISSION

Re: Southern Illinois Railcar Company

Gentlemen:

We have enclosed two certified copies of Certificate of Acceptance, and Bill of Sale for the purchase of 40 railcars. Also enclosed are two copies of our Security Agreement, notarized as specified. The names and addresses of the parties involved are as follows:

Seller: Helm Equipment Leasing Corporation
One Embarcadero Center
San Francisco, CA 94111

Buyer: Southern Illinois Railcar Company
One Mark Twain Plaza - Suite 225
Edwardsville, IL 62025

Lender: Lindell Bank & Trust Company
P.O. Box 211
St. Louis, Mo 63166
Attn: Jim Seitz

Attached is a description of our security for a loan in the amount of \$280,000.00.

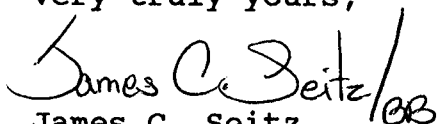
*Connected Copy
of letter*

Interstate Commerce Commission
July 26, 1993
Page 2

Finally, enclosed is our check in the amount of \$48.00 to cover the cost of recording. Please acknowledge receipt of these documents by signing the enclosed copy of this letter and returning it to us in the envelope provided, along with our recording information for this filing.

Thank you for your assistance with this matter.

Very truly yours,

The signature is written in cursive and includes the initials 'JCS' at the end.

James C. Seitz
Executive Vice President

JCS/bb
Enclosures

I hereby acknowledge receipt of this letter and its contents.

By: _____

Date: _____

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Reply to:
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ST. LOUIS, MO
63166-0211

July 26, 1993

Interstate Commerce Commission
12th & Constitution Avenue N.W.
Washington, DC 20423

Re: Southern Illinois Railcar Company

Dear Ms. Lee,

Enclosed is a revised cover letter for the documents sent to you on July 8, 1993 for recording. Please note the change on the first line from Sales Order to Certificate of Acceptance.

If you have any other questions, please feel free to contact me at 314/645-7700 Ext. 371.

Sincerely,



Betty Brielmaier
Secretary to
James C. Seitz
Executive Vice President

bb

SOUTHERN ILLINOIS RAILCAR COMPANY ONE MARK TWAIN PLAZA-SUITE 225 EDWARDSVILLE, IL 62025	LINDELL BANK & TRUST COMPANY 6900 CLAYTON AVENUE ST. LOUIS, MO 63139
DEBTOR'S NAME, ADDRESS AND SSN OR TIN ("I" means each Debtor who signs.)	SECURED PARTY'S NAME AND ADDRESS ("You" means the Secured Party, its successors and assigns.)

I am entering into this security agreement with you on JULY 8, 1993 (date).

SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) ☐ I ☒ (name) SOUTHERN ILLINOIS RAILCAR COMPANY

owe(s) to you now or in the future:
(Check one below):

☒ **Specific Debt(s).** The debt(s), liability or obligations evidenced by (describe): ONE NEGOTIABLE PROMISSORY NOTE DATED JULY 8, 1993 IN THE AMOUNT OF \$280,000.00 and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.

☐ **All Debt(s).** Except in those cases listed in the "LIMITATIONS" paragraph on page 2, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).

Security Interest. To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and products from the property.

☐ **Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☒ **Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or scheduled which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

☐ **Farm Products:** All farm products including, but not limited to:
(a) all poultry and livestock and their young, along with their products, produce and replacements;
(b) all crops, annual or perennial, and all products of the crops; and
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now and that I may have in the future to the payment of money including, but not limited to:
(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

☒ **The secured property includes, but is not limited by, the following:**

SEE ATTACHED SCHEDULE "A"

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

I am a(n) ☐ individual ☐ partnership ☒ corporation

I AGREE TO THE TERMS SET OUT ON BOTH PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I have received a copy of this document on today's date.

☐ If checked, file this agreement in the real estate records.
Record Owner (if not me):

SOUTHERN ILLINOIS RAILCAR COMPANY
(Debtor's Name)

The property will be used for ☐ personal ☒ business
☐ agricultural ☐ reasons.

By: Fred L. Parsons
FRED L. PARSONS, PRESIDENT

LINDELL BANK & TRUST COMPANY
(Secured Party's Name)

Title: _____

By: JAMES C. SEITZ

NOTARY: SIGNED AND SWORN TO BEFORE ME THIS 8th DAY OF JULY, 1993

Title: EXECUTIVE VICE PRESIDENT

Margaret S. Brielmaier
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 5/16/95

SCHEDULE "A"

Standard Report

Car Number	Lease Number	Subls. Number	Start Date	End Date	Original Car N
CSXT245907	SIRC/HELM 1	S-AB-9			SIRX 400163
SBD 245424	SIRC/HELM 1	S-AB-6			SIRX 400155
SBD 245603	SIRC/HELM 1	S-AB-6			SIRX 400164
SBD 245681	SIRC/HELM 1	S-AB-6			SIRX 400165
SBD 245698	SIRC/HELM 1	S-AB-5			SIRX 400166
SBD 245837	SIRC/HELM 1	S-AB-5			SIRX 400167
SBD 245840	SIRC/HELM 1	S-AB-6			SIRX 400156
SBD 245883	SIRC/HELM 1	S-AB-5			SIRX 400168
SBD 245892	SIRC/HELM 1	S-AB-5			SIRX 400169
SCL 240502	SIRC/HELM 1	S-AB-4			SIRX 400170
SCL 240692	SIRC/HELM 1	S-AB-5			SIRX 400171
SCL 240749	SIRC/HELM 1	S-AB-6			SIRX 400172
SCL 240929	SIRC/HELM 1	S-AB-6			SIRX 400173
SIRX400122	SIRC/HELM 1	LCP	4/13/93	2/28/98	SBD 245371
SIRX400123	SIRC/HELM 1	LCP	4/13/93	2/28/98	SBD 245179
SIRX400124	SIRC/HELM 1	LCP	2/16/93	2/28/98	SBD 245493
SIRX400125	SIRC/HELM 1	LCP	4/19/93	2/28/98	SCL 240687
SIRX400126	SIRC/HELM 1	LCP	4/13/93	2/28/98	SBD 246016
SIRX400127	SIRC/HELM 1	LCP	4/13/93	2/28/98	SCL 240172
SIRX400128	SIRC/HELM 1	INDSPEC	4/16/93	3/31/93	CSXT245028
SIRX400129	SIRC/HELM 1	LCP	5/02/93	2/28/98	SBD 245275
SIRX400130	SIRC/HELM 1	LCP	5/02/93	2/28/98	SBD 245231
SIRX400131	SIRC/HELM 1	LCP	4/13/93	2/28/98	SBD 245928
SIRX400132	SIRC/HELM 1	LCP	5/02/93	2/28/98	SBD 245613
SIRX400133	SIRC/HELM 1	LCP	5/13/93	2/28/98	SCL 240471
SIRX400134	SIRC/HELM 1	LCP	5/10/93	2/28/98	SBD 245669
SIRX400134	SIRC/HELM 1	S-AB-5			SBD 245817
SIRX400135	SIRC/HELM 1	LCP	5/10/93	2/28/98	SCL 240210
SIRX400136	SIRC/HELM 1	LCP	5/10/93	2/28/98	CSXT245864
SIRX400137	SIRC/HELM 1	LCP	6/01/93	2/28/98	SCL 240546
SIRX400138	SIRC/HELM 1	LCP	6/01/93	2/28/98	SCL 240761
SIRX400139	SIRC/HELM 1	LCP	6/01/93	2/28/98	SCL 240405
SIRX400140	SIRC/HELM 1	LCP	6/01/93	2/28/98	SBD 245637
SIRX400141	SIRC/HELM 1	LCP		2/28/98	SCL 240206
SIRX400142	SIRC/HELM 1	LCP		2/28/98	SCL 240302
SIRX400143	SIRC/HELM 1	LCP	6/01/93	2/28/98	SBD 245306
SIRX400144	SIRC/HELM 1	LCP		2/28/98	SCL 240466
SIRX400148	SIRC/HELM 1	LCP		2/28/98	SCL 240449
SIRX400149	SIRC/HELM 1	S-AB-9			SBD 245215
SIRX400150	SIRC/HELM 1	S-AB-5			SBD 245569